



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY DISTRICT COURT
STATE OF OKLAHOMA **FILED**

JUL 12 2016

VICTORIA RIGNEY AND
JAMES RIGNEY,

Plaintiffs,

vs.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY,

Defendant.

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

Case No. **CJ-2016-02508**

Judge **DANA LYNN KUEHN**

Attorney's Lien Claimed

PETITION FOR UNINSURED MOTORIST COVERAGE AND BAD FAITH

COME NOW the Plaintiffs, VICTORIA RIGNEY and JAMES RIGNEY, and for their
Petition against the Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY (hereinafter State Farm) alleges and states as follows:

1. The Plaintiffs are residents of Tulsa, Tulsa County, State of Oklahoma.
2. The Defendant, State Farm Mutual Automobile Insurance Company, is an insurance company doing business in the State of Oklahoma located at 12222 State Farm Blvd., Tulsa, Oklahoma 74146-5402.
3. The Plaintiffs had a policy of automobile insurance in effect on April 25, 2016.
4. The automobile insurance policy provided for uninsured and underinsured motorist coverage, medical payments, rental reimbursement and automobile repair to the benefit of the policy holders.
5. On April 25, 2016, Victoria Rigney was driving the insured automobile on 129th East Avenue in Tulsa, Tulsa County, Oklahoma between 51st and 61st Streets when she was the victim of

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a hit and run accident on 129th Street. A black truck struck her from behind causing property damage, personal injuries and diminished value to the vehicle of the Rigney's.

6. The black pick up truck left the scene of the accident and could not be tracked by any police officer.

7. Victoria Rigney suffered a tear in her left shoulder rotator cuff, has undergone physical therapy, injections and will, in all likelihood, face surgery to surgically repair the tear in her rotator cuff.

8. Victoria Rigney has incurred medical expenses, which medical expenses have been submitted to State Farm under the medical payments coverage and have not been paid to date, together with future medical expenses to be incurred, pain and suffering, past and future, anxiety, scarring and limitations of movement as a result of the accident. All in an amount in excess of \$75,000.00.

9. State Farm has not processed her medical expenses for reimbursement, nor has a team representative contacted her or attempted to respond in any material way to assist or advise Victoria Rigney of her coverage, policy provisions, available coverage or inquiry of her condition making her a victim a second time.

10. The actions of State Farm are in bad faith and in degradation of their duty to act in a fiduciary capacity with its own insureds resulting in an action for bad faith, together with appropriate punitive damages to be set by the Court in an amount deemed appropriate in a bad faith action.

11. Further, the repair for the automobile has been done improperly at an approved shop by State Farm and said repair has diminished the value of the vehicle and said vehicle should have been totaled and not repaired by State Farm.

WHEREFORE, premises considered, the Plaintiffs request that this Court award a judgment against the Defendant, State Farm, for a sum in excess of \$75,000.00 for all of their damages, together with an award of punitive damages in an amount to be set and determined by the jury after determination by this Court of the appropriateness and the level of punitive actions, together with the costs, pre and post judgment interest, attorney's fees, and for such other and further relief that the Court deems just and proper in the premises.



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